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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Plaintiff
STARQUEST VENTURES, INC
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION
12

13 STARQUEST VENTURES INC. dba
14 Stelo, a California Corporation,

15 Plaintiff,

16 v.

17 DEXCOM, INC., a Delaware Corporation;
18 and DOES 1-10, inclusive,

19 Defendants.
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Case No.: 2:25-cv-05470-AH-JPR
Hon. Anne Hwang

**STIPULATED PROTECTIVE
ORDER**

Action Filed: June 16, 2025
Trial Date: None Set

1 **1. INTRODUCTION**

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action may involve production of confidential, proprietary, or
4 private information for which special protection from public disclosure and from use
5 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
6 the Parties hereby stipulate to and petition the Court to enter the following Stipulated
7 Protective Order. The Parties acknowledge that this Order does not confer blanket
8 protections on all disclosures or responses to discovery and that the protection it
9 affords from public disclosure and use extends only to the limited information or items
10 that are entitled to confidential treatment under the applicable legal principles. The
11 Parties further acknowledge, as set forth in Section 12.3 below, that this Order does
12 not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets
13 forth the procedures that must be followed and the standards that will be applied when
14 a Party seeks permission from the Court to file material under seal.

15 1.2 GOOD CAUSE STATEMENT

16 This Action arises out of a trademark dispute, the discovery for which will
17 require the disclosure of the Parties' various business practices, customer lists, and
18 efforts in coming to using the name "Stelo." Public disclosure of this information
19 could cause irreparable harm to the Parties (and their customers) in that competitors
20 will have access to the Parties' future business plans as well as their customer lists,
21 which could harm the Parties in the marketplace. In addition, the Parties anticipate
22 that discovery exchanged and evidence used in the course of this action will include
23 various customer's identifying information (including name, address, phone number)
24 as well as statements regarding personal health.

25 The Parties wish to respect any relevant privacy considerations related to
26 individual customers.

27 **2. DEFINITION**

28 2.1 Action: *StarQuest Ventures, Inc. v. Dexcom, Inc.*, USDC Central

District Case No. 2:25-cv-05470-AH-JPR.

2.2 Challenging Party: a Party or Nonparty that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause Statement.

2.4 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means. This shall include, without limitation, documents containing customer lists, business plans, passwords, user IDs, access codes, and other log-in information as well as customer health information.

2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.9 In-House Counsel: attorneys who are employees of a Party to this

1 Action. In-House Counsel does not include Outside Counsel of Record or any other
2 outside counsel.

3 2.10 Nonparty: any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this action.

5 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
6 to this Action but are retained to represent or advise a Party and have appeared in this
7 Action on behalf of that Party or are affiliated with a law firm which has appeared on
8 behalf of that Party, including support staff.

9 2.12 Party: any Party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.13 Producing Party: a Party or Nonparty that produces Disclosure or
13 Discovery Material in this Action.

14 2.14 Professional Vendors: persons or entities that provide litigation support
15 services (for example, photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.15 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above) but also any information copied or extracted
26 from Protected Material; all copies, excerpts, summaries, or compilations of Protected
27 Material; and any testimony, conversations, or presentations by Parties or their
28 Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, all the information that was designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or maintained under this Order becomes public and will be presumptively available to all members of the public, including the press, unless the trial judge finds compelling reasons to proceed otherwise. *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” needed for merits-related documents). Accordingly, the terms of this Order do not extend beyond the beginning of trial.

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition is the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Each Party or Nonparty that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent practicable, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order

Indiscriminate or routinized designations are prohibited. Designations that are

1 shown to be clearly unjustified or that have been made for an improper purpose (for
2 example, to unnecessarily encumber the case-development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items it
6 designated for protection do not qualify for that level of protection, that Designating
7 Party must promptly notify all other Parties that it is withdrawing the inapplicable
8 designation.

9 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
10 Material that qualifies for protection under this Order must be clearly so designated
11 before the material is disclosed or produced.

12 Designation in conformity with this Order requires the following:

13 (a) for information in documentary form (for example, paper or electronic
14 documents but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party must affix at a minimum the legend
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
17 ONLY" to each page that contains Protected Material. If only a portion or portions
18 of the material on a page qualify for protection, the Producing Party should to the
19 extent practicable clearly identify the protected portion(s) (for example, by making
20 appropriate markings in the margins).

21 A Party or Nonparty that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all material made available for inspection must be treated as
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26 ONLY." After the inspecting Party has identified the documents it wants copied and
27 produced, the Producing Party must determine which documents, or portions thereof,
28 qualify for protection under this Order. Then, before producing the specified

1 documents, the Producing Party must affix the “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that
3 contains Protected Material. If only a portion or portions of the material on a page
4 qualify for protection, the Producing Party should to the extent practical clearly
5 identify the protected portion(s) (for example, by making appropriate markings in the
6 margins).

7 (b) for testimony given in deposition, the Designating Party must identify the
8 Disclosure or Discovery Material that is protected on the record, before the close of
9 the deposition. When it is impractical to identify separately each portion of testimony
10 that is entitled to protection and it appears that substantial portions of the testimony
11 may qualify for protection, the Designating Party may invoke on the record (before
12 the deposition, hearing, or other proceeding is concluded) a right to have up to 7 days
13 to identify the specific portions of the testimony as to which protection is sought.
14 Only those portions of the testimony that are appropriately designated for protection
15 within the 7 days shall be covered by the provisions of this Stipulated Protective
16 Order. Alternatively, a Designating Party may specify, at the deposition or up to 7
17 days afterwards if that period is properly invoked, that the entire transcript shall be
18 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY.” The use of a document as an exhibit at a deposition shall not in any
20 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.” Any transcript that is prepared before the expiration
22 of the 7-day period for designation shall be treated during that period as if it had been
23 designated or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
24 entirety unless otherwise agreed. After the expiration of that period, the transcript
25 shall be treated only as actually designated.

26 (c) for information produced in some form other than documentary and for any
27 other tangible items, that the Producing Party must affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY.” If only a portion or portions of the information warrant protection, the
3 Producing Party, to the extent practicable, must identify the protected portion(s).

4 5.3 If timely corrected, an inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating Party’s right to
6 secure protection under this Order for that material. On timely correction of a
7 designation, the Receiving Party must make reasonable efforts to assure that the
8 material is treated in accordance with the provisions of this Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Any Party or Nonparty may challenge a designation of confidentiality
11 at any time consistent with the Court’s scheduling order. Unless a prompt challenge
12 to a Designating Party’s confidentiality designation is necessary to avoid foreseeable,
13 substantial unfairness, unnecessary economic burdens, or a significant disruption or
14 delay of the litigation, a Party does not waive its right to challenge a confidentiality
15 designation by electing not to mount a challenge promptly after the original
16 designation is disclosed.

17 6.2 The Challenging Party must initiate the dispute-resolution process (and,
18 if necessary, file a discovery motion) under Local Rule 37. The Challenging Party must
19 provide written notice of each designation it is challenging and describe the basis for
20 each challenge. To avoid ambiguity as to whether a challenge has been made, the
21 written notice must recite that the challenge to confidentiality is being made in
22 accordance with this specific paragraph of the Protective Order as well as Local Rule
23 37. The Parties shall attempt to resolve each challenge in good faith and must begin
24 the process by conferring directly within 7 days of the date of service of notice. In
25 conferring, the Challenging Party must explain the basis for its belief that the
26 confidentiality designation was not proper and must give the Designating Party an
27 opportunity to review the designated material, to reconsider the circumstances, and,
28 if no change in designation is offered, to explain the basis for the chosen designation.

1 A Challenging Party may proceed to the next stage of the challenge process only if it
2 has engaged in this meet and confer process first or establishes that the Designating
3 Party is unwilling to participate in the meet and confer process in a timely manner.

4 6.3 The burden of persuasion in any such proceeding is on the Designating
5 Party. Frivolous challenges, and those made for an improper purpose (for example,
6 to harass or impose unnecessary expenses and burdens on other parties), may expose
7 the Challenging Party to sanctions. Unless the Designating Party has waived the
8 confidentiality designation, all parties must continue to afford the material in
9 question the level of protection to which it is entitled under the Producing Party's
10 designation until the Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 7.1 A Receiving Party may use Protected Material that is disclosed or
13 produced by another Party or by a Nonparty in connection with this Action only for
14 prosecuting, defending, or attempting to settle this Action. Such Protected Material
15 may be disclosed only to the categories of people and under the conditions described
16 in this Order. When the Action has been terminated, a Receiving Party must comply
17 with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a manner sufficiently secure that access is limited to the people
20 authorized under this Order.

21 7.2 Unless otherwise ordered by the Court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item
23 designated "CONFIDENTIAL" only to the following people:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
25 employees of said Outside Counsel of Record to whom it is reasonably necessary to
26 disclose the information for this litigation and who have signed the
27 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

28 (b) the officers, directors, and employees (including In-House Counsel) of the

1 Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff,

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses and attorneys for witnesses to whom
13 disclosure is reasonably necessary, provided that the deposing party requests that the
14 witness sign the form attached as Exhibit A hereto and the witnesses will not be
15 permitted to keep any confidential information unless they sign the form, unless
16 otherwise agreed by the Designating Party or ordered by the Court. Pages of
17 transcribed deposition testimony or exhibits to depositions that reveal Protected
18 Material may be separately bound by the court reporter and may not be disclosed to
19 anyone except as permitted under this Order; and

20 (i) any mediator or settlement officer, and their supporting personnel, mutually
21 agreed on by any of the Parties engaged in settlement discussions or appointed by the
22 Court.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in
25 writing by the Designating Party, a Receiving Party may disclose any information or
26 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
27 to:

28 (a) the Receiving Party’s Outside Counsel of Record in this action, as well

1 as employees of said Outside Counsel of Record to whom it is reasonably necessary
2 to disclose the information for this litigation;

3 (b) Identified In-House Litigation Counsel only of the Receiving Party to
4 whom disclosure is reasonably necessary for this litigation. For Dexcom, such In-
5 House Litigation Counsel under this subsection (b) are Kaare Larson and Kellin
6 Nicoletti. Stelo has no In-House Litigation Counsel;

7 (c) Experts of the Receiving Party to whom disclosure is reasonably
8 necessary for this litigation and who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A);

10 (d) the Court and its personnel;

11 (e) Court reporters and their staff, professional jury or trial consultants, and
12 Professional Vendors to whom disclosure is reasonably necessary for this litigation
13 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A);

15 (f) the author or recipient of a document containing the information, or a
16 custodian or other person, who otherwise possessed or knew the information; and

17 (g) during their depositions, corporate representatives of the Disclosing
18 Party to the extent the “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” information relates to the topic(s) on which the corporate representative has
20 been designated.

21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
22 **PRODUCED IN OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this Action as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY,” that Party must

27 (a) promptly notify in writing the Designating Party. Such notification must
28 include a copy of the subpoena or court order unless prohibited by law;

1 (b) promptly notify in writing the party who caused the subpoena or order to
2 issue in the other litigation that some or all of the material covered by the subpoena or
3 order is subject to this Protective Order. Such notification must include a copy of this
4 Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order should not produce any information designated in this
9 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY,” before a determination on the protective-order request by the relevant
11 court unless the Party has obtained the Designating Party’s permission. The
12 Designating Party bears the burden and expense of seeking protection of its
13 Confidential Material, and nothing in these provisions should be construed as
14 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

16 **9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced by a
19 Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information is protected
21 by the remedies and relief provided by this Order. Nothing in these provisions should
22 be construed as prohibiting a Nonparty from seeking additional protections.

23 (b) In the event that a Party is required by a valid discovery request to
24 produce a Nonparty’s Confidential Information in its possession and the Party is
25 subject to an agreement with the Nonparty not to produce the Nonparty’s
26 Confidential Information, then the Party must

27 (1) promptly notify in writing the Requesting Party and the Nonparty
28 that some or all of the information requested is subject to a confidentiality agreement

1 with a Nonparty;

2 (2) promptly provide the Nonparty with a copy of this Order, the
3 relevant discovery request(s), and a reasonably specific description of the
4 information requested; and

5 (3) make the information requested available for inspection by the
6 Nonparty, if requested.

7 (c) If the Nonparty fails to seek a protective order within 21 days of
8 receiving the notice and accompanying information, the Receiving Party may
9 produce the Nonparty's Confidential Information responsive to the discovery
10 request. If the Nonparty timely seeks a protective order, the Receiving Party must not
11 produce any information in its possession or control that is subject to the
12 confidentiality agreement with the Nonparty before a ruling on the protective-order
13 request. Absent a court order to the contrary, the Nonparty must bear the burden and
14 expense of seeking protection of its Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Order, the Receiving Party must immediately notify the Designating Party in writing
19 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies
20 of the Protected Material, inform the person or people to whom unauthorized
21 disclosures were made of the terms of this Order, and ask that person or people to
22 execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto
23 as Exhibit A.

24 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
25 **PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other protection,
28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B).

2 **12. MISCELLANEOUS**

3 12.1 Nothing in this Order abridges the right of any person to seek its
4 modification by the Court.

5 12.2 By stipulating to the entry of this Order, no Party waives any right it
6 otherwise would have to object to disclosing or producing any information or item
7 on any ground not addressed in this Order. Similarly, no Party waives any right to
8 object on any ground to use in evidence of any of the material covered by this Order.

9 12.3 A Party that seeks to file under seal any Protected Material must comply
10 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant
11 to a court order authorizing the sealing of the specific Protected Material at issue. If
12 a Party's request to file Protected Material under seal is denied, then the Receiving
13 Party may file the information in the public record unless otherwise instructed by the
14 Court.

15 **13. FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must return
18 all Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the same
23 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
24 category, when appropriate) all the Protected Material that was returned or destroyed
25 and affirms that the Receiving Party has not retained any copies, abstracts,
26 compilations, summaries, or any other format reproducing or capturing any of the
27 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
28 archival copy of all pleadings; motion papers; trial, deposition, and hearing

transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order as set forth in Section 4 (DURATION).

14. SANCTIONS

Any willful violation of this Order may be punished by civil or criminal contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: August 19, 2025

FOX ROTHSCHILD LLP

/s/ John J. Shaeffer

John J. Shaeffer
Meeghan H. Tirtasaputra
Attorneys for Plaintiff StarQuest Ventures, Inc.

Dated: August 19, 2025

DLA PIPER LLP

/s/ Gina Durham

Gina Durham
Kristina Fernandez Mabrie
Attorneys for Defendant Dexcom, Inc.

PURSUANT TO STIPULATION, IT IS SO ORDERED

DATED: 8/21/2025


Honorable Jean P. Rosenbluth
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name],
of _____ [full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on _____, 2025
in the case of *StarQuest Ventures, Inc. v. Dexcom, Inc.*, USDC Central District Case
No. 2:25-cv-05470-AH-JPR. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt.

I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California
for enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action.

I hereby appoint _____ [print or type full
name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____